

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ONE 1989 MERCURY SABLE,
VIN 1MEBM534KA610510

Defendant.

and

PETER J. MCMAHON, JR.,

Plaintiff,

vs.

HAROLD ADAIR, Officer, Drug
Enforcement Administration,

Defendant.

FILED

AUG 2 1991

Jack C. Silber, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 90-C-⁶²³~~253~~-B

CIVIL ACTION NO. 91-C-0078-B

JUDGMENT OF FORFEITURE

IT NOW APPEARS that the forfeiture proceeding herein has been fully compromised and settled. Such settlement more fully appears by the written Settlement Agreement entered into by and between Peter J. McMahon, Jr. and the United States of America and filed herein, to which Settlement Agreement reference is hereby made and is incorporated herein.

It further appearing that pursuant to the Settlement Agreement Peter J. McMahon, Jr. and the United States consent to the forfeiture of the \$1,000 in lieu of the defendant Mercury Sable in full settlement of case no. 91-C-0078-B and case no. 90-C-623-B with no admission of fault on the part


of any party in these lawsuits.

It further appearing that there are no potential claimants to the defendant Mercury Sable and the \$1,000.00 which is being forfeited in lieu thereof, and that no other person has any right, title, or interest in the defendant property.

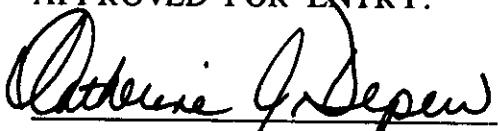
NOW, THEREFORE, on motion of Catherine J. Depew, Assistant United States Attorney for the Northern District of Oklahoma, and with the consent of Peter J. McMahon, pursuant to the Settlement Agreement, it is


ORDERED AND DECREED that the \$1,000.00 cashier's check made payable to the United States Department of Justice be and hereby is, condemned as forfeited to the United States of America and shall remain in the custody of the United States Marshal for disposition according to law, and it is

FURTHERED ORDERED AND DECREED that the United States Marshal shall return to the claimant Peter J. McMahon, Jr., or his agent, the defendant 1989 Mercury Sable.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:


CATHERINE J. DEPEW
Assistant United States Attorney
3900 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463


JO STANLEY GLENN
Attorney for Defendant
1154 E. 61st Street
Tulsa, Oklahoma 74136
(918) 749-5531

It further appearing that pursuant to the Settlement Agreement Peter J. McMahon, Jr. and the United States consent to the forfeiture of the \$1,000 in lieu of the defendant Mercury Sable in full settlement of case no. 91-C-0078-B and case no. 90-C-623-B with no admission of fault on the part

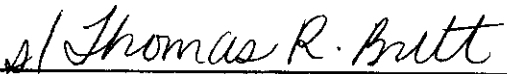
of any party in these lawsuits.

It further appearing that there are no potential claimants to the defendant Mercury Sable and the \$1,000.00 which is being forfeited in lieu thereof, and that no other person has any right, title, or interest in the defendant property.

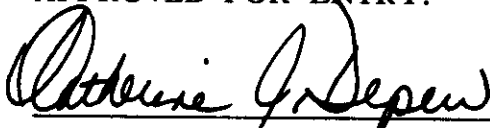
NOW, THEREFORE, on motion of Catherine J. Depew, Assistant United States Attorney for the Northern District of Oklahoma, and with the consent of Peter J. McMahon, pursuant to the Settlement Agreement, it is

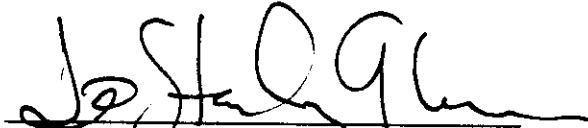
ORDERED AND DECREED that the \$1,000.00 cashier's check made payable to the United States Department of Justice be and hereby is, condemned as forfeited to the United States of America and shall remain in the custody of the United States Marshal for disposition according to law, and it is

FURTHERED ORDERED AND DECREED that the United States Marshal shall return to the claimant Peter J. McMahon, Jr., or his agent, the defendant 1989 Mercury Sable.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:


CATHERINE J. DEPEW
Assistant United States Attorney
3900 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463


JO STANLEY GLENN
Attorney for Defendant
1154 E. 61st Street
Tulsa, Oklahoma 74136
(918) 749-5531

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**ONE 1989 MERCURY SABLE,
VIN 1MEBM534KA610510**

Defendant.

and

PETER J. MCMAHON, JR.,

Plaintiff,

vs.

**HAROLD ADAIR, Officer, Drug
Enforcement Administration,**

Defendant.

AUG 21 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 90-C-263-B⁶²³

CIVIL ACTION NO. 91-C-0078-B

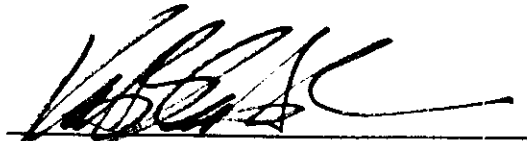
STIPULATION OF DISMISSAL

The parties in the above-styled actions, pursuant to Fed. R. Civ. P. 41(a)(1), stipulate as follows:

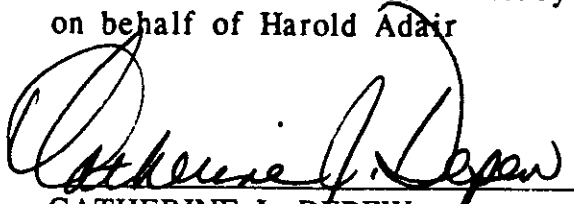
- (1) Peter J. McMahon, Jr., stipulates to the dismissal with prejudice of all claims asserted and arising out of case no. 91-C-0078-B; and
- (2) The United States, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, stipulates to the dismissal with prejudice of all

claims asserted and arising out of case no. 90-C-623-B.


APPROVED ⁵ ~~A~~ TO FORM AND CONTENT:


KATHLEEN BLISS ADAMS
Assistant United States Attorney
on behalf of Harold Adair


7/31/91
DATE


CATHERINE J. DEPEW
Assistant United States Attorney

7/31/91
DATE


PETER Y. MCMAHON, JR.
Defendant

7/30/91 *PYM*
DATE


JO STANLEY GLENN
Attorney for Defendant

8/15/91
DATE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ONE 1989 MERCURY SABLE,
VIN 1MEBM534KA610510
Defendant.

and

PETER J. MCMAHON, JR.,

Plaintiff,

vs.

HAROLD ADAIR, Officer, Drug
Enforcement Administration,

Defendant.

FILED

AUG 8 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 90-C-263-B

CIVIL ACTION NO. 91-C-0078-B

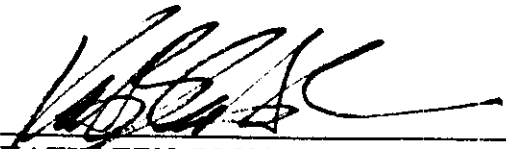
STIPULATION OF DISMISSAL

The parties in the above-styled actions, pursuant to Fed. R. Civ. P. 41(a)(1), stipulate as follows:

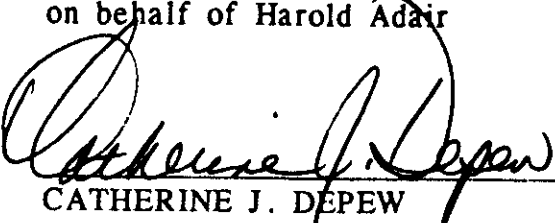
- (1) Peter J. McMahon, Jr., stipulates to the dismissal with prejudice of all claims asserted and arising out of case no. 91-C-0078-B; and
- (2) The United States, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, stipulates to the dismissal with prejudice of all

claims asserted and arising out of case no. 90-C-623-B.

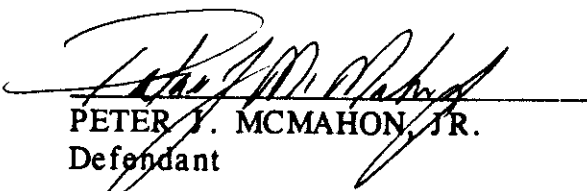
APPROVED ⁵~~AT~~ TO FORM AND CONTENT:


KATHLEEN BLISS ADAMS
Assistant United States Attorney
on behalf of Harold Adair

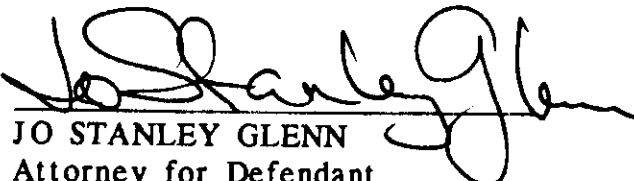
7/31/91
DATE


CATHERINE J. DEPEW
Assistant United States Attorney

7/31/91
DATE


PETER J. MCMAHON, JR.
Defendant

7/30/91 *PJM*
DATE


JO STANLEY GLENN
Attorney for Defendant

8/15/91
DATE

1970-1971
1972-1973
1974-1975
1976-1977
1978-1979
1980-1981
1982-1983
1984-1985
1986-1987
1988-1989
1990-1991
1992-1993
1994-1995
1996-1997
1998-1999
2000-2001
2002-2003
2004-2005
2006-2007
2008-2009
2010-2011
2012-2013
2014-2015
2016-2017
2018-2019
2020-2021
2022-2023
2024-2025
2026-2027
2028-2029
2030-2031
2032-2033
2034-2035
2036-2037
2038-2039
2040-2041
2042-2043
2044-2045
2046-2047
2048-2049
2050-2051
2052-2053
2054-2055
2056-2057
2058-2059
2060-2061
2062-2063
2064-2065
2066-2067
2068-2069
2070-2071
2072-2073
2074-2075
2076-2077
2078-2079
2080-2081
2082-2083
2084-2085
2086-2087
2088-2089
2090-2091
2092-2093
2094-2095
2096-2097
2098-2099
2100-2101
2102-2103
2104-2105
2106-2107
2108-2109
2110-2111
2112-2113
2114-2115
2116-2117
2118-2119
2120-2121
2122-2123
2124-2125
2126-2127
2128-2129
2130-2131
2132-2133
2134-2135
2136-2137
2138-2139
2140-2141
2142-2143
2144-2145
2146-2147
2148-2149
2150-2151
2152-2153
2154-2155
2156-2157
2158-2159
2160-2161
2162-2163
2164-2165
2166-2167
2168-2169
2170-2171
2172-2173
2174-2175
2176-2177
2178-2179
2180-2181
2182-2183
2184-2185
2186-2187
2188-2189
2190-2191
2192-2193
2194-2195
2196-2197
2198-2199
2200-2201
2202-2203
2204-2205
2206-2207
2208-2209
2210-2211
2212-2213
2214-2215
2216-2217
2218-2219
2220-2221
2222-2223
2224-2225
2226-2227
2228-2229
2230-2231
2232-2233
2234-2235
2236-2237
2238-2239
2240-2241
2242-2243
2244-2245
2246-2247
2248-2249
2250-2251
2252-2253
2254-2255
2256-2257
2258-2259
2260-2261
2262-2263
2264-2265
2266-2267
2268-2269
2270-2271
2272-2273
2274-2275
2276-2277
2278-2279
2280-2281
2282-2283
2284-2285
2286-2287
2288-2289
2290-2291
2292-2293
2294-2295
2296-2297
2298-2299
2300-2301
2302-2303
2304-2305
2306-2307
2308-2309
2310-2311
2312-2313
2314-2315
2316-2317
2318-2319
2320-2321
2322-2323
2324-2325
2326-2327
2328-2329
2330-2331
2332-2333
2334-2335
2336-2337
2338-2339
2340-2341
2342-2343
2344-2345
2346-2347
2348-2349
2350-2351
2352-2353
2354-2355
2356-2357
2358-2359
2360-2361
2362-2363
2364-2365
2366-2367
2368-2369
2370-2371
2372-2373
2374-2375
2376-2377
2378-2379
2380-2381
2382-2383
2384-2385
2386-2387
2388-2389
2390-2391
2392-2393
2394-2395
2396-2397
2398-2399
2400-2401
2402-2403
2404-2405
2406-2407
2408-2409
2410-2411
2412-2413
2414-2415
2416-2417
2418-2419
2420-2421
2422-2423
2424-2425
2426-2427
2428-2429
2430-2431
2432-2433
2434-2435
2436-2437
2438-2439
2440-2441
2442-2443
2444-2445
2446-2447
2448-2449
2450-2451
2452-2453
2454-2455
2456-2457
2458-2459
2460-2461
2462-2463
2464-2465
2466-2467
2468-2469
2470-2471
2472-2473
2474-2475
2476-2477
2478-2479
2480-2481
2482-2483
2484-2485
2486-2487
2488-2489
2490-2491
2492-2493
2494-2495
2496-2497
2498-2499
2500-2501
2502-2503
2504-2505
2506-2507
2508-2509
2510-2511
2512-2513
2514-2515
2516-2517
2518-2519
2520-2521
2522-2523
2524-2525
2526-2527
2528-2529
2530-2531
2532-2533
2534-2535
2536-2537
2538-2539
2540-2541
2542-2543
2544-2545
2546-2547
2548-2549
2550-2551
2552-2553
2554-2555
2556-2557
2558-2559
2560-2561
2562-2563
2564-2565
2566-2567
2568-2569
2570-2571
2572-2573
2574-2575
2576-2577
2578-2579
2580-2581
2582-2583
2584-2585
2586-2587
2588-2589
2590-2591
2592-2593
2594-2595
2596-2597
2598-2599
2600-2601
2602-2603
2604-2605
2606-2607
2608-2609
2610-2611
2612-2613
2614-2615
2616-2617
2618-2619
2620-2621
2622-2623
2624-2625
2626-2627
2628-2629
2630-2631
2632-2633
2634-2635
2636-2637
2638-2639
2640-2641
2642-2643
2644-2645
2646-2647
2648-2649
2650-2651
2652-2653
2654-2655
2656-2657
2658-2659
2660-2661
2662-2663
2664-2665
2666-2667
2668-2669
2670-2671
2672-2673
2674-2675
2676-2677
2678-2679
2680-2681
2682-2683
2684-2685
2686-2687
2688-2689
2690-2691
2692-2693
2694-2695
2696-2697
2698-2699
2700-2701
2702-2703
2704-2705
2706-2707
2708-2709
2710-2711
2712-2713
27

Plaintiff,

Case No. 90-C-960-B

Defendant.

[illegible]

SAM JORGENSEN, Plaintiff

~~CONFIDENTIAL~~
Rick Paynter, OBA #11149
STIPE, GOSSETT, STIPE, HARPER,
ESTES, McCUNE & PARKS
P.O. Box 701110
Tulsa, Oklahoma 74170

BY :

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~
 RANDALL A. BRESHEARS, OBA# 1101
 MONNET, HAYES, BULLIS, THOMPSON
 & EDWARDS
 1719 First National Center West
 Oklahoma City, Oklahoma 73102
 (405) 232-5481

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 20 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

L. D. ROGERS,

Plaintiff,

vs.

SHERIFF HAROLD LAY, In his
official capacity as Sheriff
of Nowata County,

Defendant

§
§
§
§
§
§
§
§
§
§

Case No. 89-C-314-B ✓

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On this the 12th day of July, 1991 Plaintiff, L.D. Rogers', Application for Attorney's and Costs came on for hearing. Appearing for the Plaintiff was Mr. Robert L. Briggs. appearing for the Defendant was Richard Blakely, Assistant District Attorney Tulsa county.

A. FINDINGS OF FACT

At the conclusion of the hearing the Court found the following facts to be true and correct:

1. Plaintiff was the prevailing party in his action brought pursuant to 42 U.S.C.A. § 1983, having been awarded \$46,000.00 by the jury empaneled to hear this cause;
2. Plaintiff failed to follow Local Court Rule 6(E) in his failure to file the required form to tax costs pursuant to F.R.C.P. 59(d) and thus the issue of costs was never set before the Court Clerk for hearing;
3. Pursuant to affidavit and exhibits filed with this application, the only clearly recognizable cost incurred by Plaintiff which is properly taxed as costs in this case is the filing fee of \$120.00.

4. Plaintiff, reasonably and necessarily incurred a lodestar amount of attorney's fee of \$14,735.25, which was incurred at the stipulated reasonable hourly rate of \$90.00 per hour;

5. That Plaintiff's counsel tried the case in a lawyerly manner and achieved significant results on behalf of the Plaintiff and ran the risk of entering a contingency agreement with Plaintiff; and

6. That Gregory D. Bledsoe, an attorney at law practicing in this community and experienced in civil rights cases has testified by affidavit and stipulation of Defendant's counsel that a reasonable and customary charge for the services rendered by Mr. Briggs on behalf of the Plaintiff is \$125.00 to \$150.00 per hour;

After having found these facts, the Court concludes the following to be the law governing these facts and by which it enters this order.

A. PLAINTIFF'S APPLICATION FOR COSTS

6. Plaintiff is entitled to tax as part of the judgment entered herein those costs which are allowed by law pursuant to F.R.C.P. 59(d). However Local Court Rule 6(E) requires the prevailing party make application with sufficient showing on a form provided by the Court Clerk so as to enable the Court Clerk to enter an order taxing all appropriate costs against the losing party. As a matter of law the only showing of costs made by Plaintiff is the filing fee of \$120.00.

7. It is therefore order that Plaintiff recover of and from the Defendant the sum of \$120.00 for all costs incurred in this case.

B. PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEE

8. 42 U.S.C.A. §1988 authorizes the Court to grant Plaintiff an award for attorney's fee incurred in the prosecution of his claim for civil rights violations.

9. Johnson v. Georgia Highway Express, Inc. 488 F.2d 714 (5th Cir. 1974) sets forth those factors to be considered by this court in setting an attorney's fees award under § 1988. Such factors include the time and labor required in the case, the novelty and difficulty of the issues involved, the customary fee for similar work in the community, and the relative success of the Plaintiff in the results obtained, etc.).

10. Pennsylvania v. Delaware Valley Citizens Council for Clean Air, 107 S. Ct. 3078 (1987); and Hensley v. Eckerhart, 461 US 424 (1983) authorize this Court to enhance the lodestar amount when Counsel has run a risk in the litigation by agreeing to take the case on a contingency and the Plaintiff was unable to meet the requisite resources to pay Counsel's hourly fee. It is thus appropriate to enhance the lodestar amount for Plaintiff's fees in the instant case.

It is therefore ordered that Plaintiff shall recover of and from the Defendant the sum of \$17,750.00 for fees and all other costs than those awarded above. This is an enhancement of Counsel's regular hourly rate of \$90.00 per hour to \$120.00 per hour.

By this order, Plaintiff, in addition to the judgment entered previously in this case shall likewise recover from the Defendant the sum of \$17,870.00 for fees and costs incurred in the prosecution of this cause.

IT IS SO ORDERED, ADJUDGED AND DECREED this 12th day of July, 1991


DISTRICT COURT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

AUG 20 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LYNN MARTIN, Secretary of Labor,)
United States Department of Labor,)
Plaintiff,)
vs.)
MAYES COUNTY, OKLAHOMA,)
Defendant.)

Case No. 90-C-361-B

O R D E R

This matter comes on for consideration upon the Motion for Summary Judgment filed by Defendant Mayes County, Oklahoma (County).

On April 25, 1990, the Secretary of Labor filed a Complaint alleging that Mayes County, State of Oklahoma, had, since 1987, employed certain employees for periods in excess of 40 hours per work week without compensating them at a rate of one and one-half times the rate at which they were regularly compensated. County now brings this Motion for Summary Judgment as to those employees who were duly authorized, salaried, deputy sheriffs during the period of time in question. The Motion does not relate to other employees of County who are also relevant to the instant action.

The Secretary admits that, at the time this action was filed, the law in the Tenth Circuit, regarding whether road deputies employed by county governments were covered by the Fair Labor

Standards Act of 1938.¹, was unclear. However, at such time there were several opinions favorable² to the Secretary's position in the Fourth Circuit. Cure v. Reavis, 740 F.2d 1323 (4th Cir. 1984); United States v. Gregory, 818 F.2d 1114 (4th Cir. 1987), *cert. den.* 484 U.S. 847 (1987). The recent case of Nichols v. Hurley, 921 F.2d 1101 (10th Cir. 1990) is directly in conflict with Reavis and Gregory, *supra*, on the issue of whether deputy sheriffs were members of a Sheriff's personal staff, Nichols holding they are members.

Summary judgment pursuant to Fed.R.Civ.P. 56 is appropriate where "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265, 274 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986); Windon Third Oil and Gas v. Federal Deposit Insurance Corporation, 805 F.2d 342 (10th Cir. 1986). *cert den.* 480 U.S. 947 (1987). In Celotex, 477 U.S. at 317 (1986), it is stated:

"The plain language of Rule 56 (c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a

¹ 29 U.S.C. § 201 *et seq.*

² These opinions, "favorable" to the Secretary, involved Title VII claims, and are favorable to the Secretary by analogy. The rulings involved the issue whether deputy sheriffs were members of the Sheriff's personal staff, both cases deciding they were not. The "personal staff" exception in the Fair Labor Standards Act is essentially the same as the "personal staff" exception in Title VII. It is generally conceded the exception would receive the same treatment in both contexts. Brewer v. Barnes, 788 F.2d 985 (4th Cir. 1986).

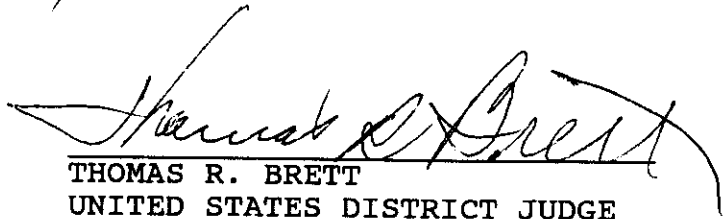
party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial."

To survive a motion for summary judgment, nonmovant "must establish that there is a genuine issue of material facts..." Nonmovant "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita v. Zenith, 475 U.S. 574, 585, 106 S.Ct. 1348, 89 L.Ed.2d 538, (1986).

Based upon the authority of Nichols, *supra*, the Court concludes Mayes County deputy sheriffs, so employed within the time frame of the instant action, were and are not covered by the Fair Labor Standards Act. These deputy sheriffs are: Gary Cochran, Jerry Allen Douglas, Donna Leeann Edwards, Albert Lee McKee, Ralph Sanders, Bryan L. Ward, Ronnie G. Riley and Michael Theys.

The Court concludes Mayes County's Motion for Partial Summary Judgment, on the issue above stated, should be and the same is hereby SUSTAINED.

IT IS SO ORDERED this 19th day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

8-20-91

MERRILL LYNCH, PIERCE, FENNER
& SMITH, INC.,

Plaintiff,

v.

SUSAN P. COBEY and
KIM GUTHERY,

Defendants.

Case No. 91-C-568-B

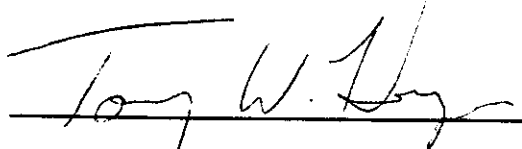
**STIPULATION OF DISMISSAL OF
ACTION AND RELEASE OF BOND**

Plaintiff Merrill Lynch, Pierce, Fenner & Smith, Inc., and Defendants Susan P. Cobey and Kim Guthery, hereby stipulate that all claims asserted by each party against the other parties in the above styled action are hereby dismissed with prejudice, including but not limited to Plaintiff's application for contempt citation, each party to bear its own costs. The parties further

stipulate that the Corporate Surety Bond posted by Plaintiff in this action on August 12, 1991, may be immediately released to Plaintiff.

JOHN S. ATHENS, OBA #365
TONY W. HAYNIE, OBA #10888

By



CONNER & WINTERS
2400 First National Tower
Tulsa, OK 74103
(918) 596-5711

Attorneys for Plaintiff,
MERRILL LYNCH, PIERCE, FENNER &
SMITH, INC.

PATRICK O. WADDEL
JOHN HENRY RULE

By



GABLE & GOTWALS
Suite 2000
15 West 6th Street
Tulsa, OK
(918) 582-9201

Attorneys for Defendants,
SUSAN P. COBEY and KIM GUTHERY

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 2 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

MELISSA STITES,

Plaintiff,

v.

LEWIS SULLIVAN, ET AL.

Defendants.

CASE NO. 91-C-497-B

ORDER DISMISSING CLAIMS AGAINST CERTAIN DEFENDANTS

Now on this 20th day of Aug 1991, this cause comes on for a hearing before the undersigned judge of the United States District Court of the Northern District of Oklahoma, the plaintiff having filed herein her motion to dismiss her claim against certain defendants, an good cause having been shown, it is hereby ordered that the plaintiff's claim against defendants Lewis Sullivan, the United States Department of Health and Human Services, and Edward Mercado be and is hereby dismissed.

s/Thomas R. Brute
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 20 1991

RESOLUTION TRUST CORPORATION,)
)
Plaintiff,)
)
vs.)
)
TOM J. MANAR,)
)
Defendant.)

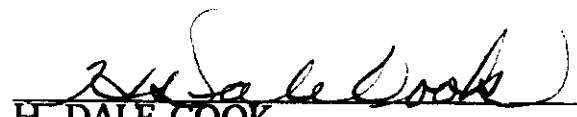
No. 91-C-607-C

ORDER

The Court has examined the Order entered by the United States District Court for the Western District of Oklahoma, in which that court stated that the above-styled case was incorrectly transferred to this Court. Upon consideration the case will be returned.

It is the Order of the Court that this action is hereby transferred to the United States District Court for the Western District of Oklahoma.

IT IS SO ORDERED this 20 day of August, 1991.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GERALD L. HEADLEY, et al.,

Plaintiffs,

v.

McCRORY CORPORATION, et al.

Defendants.

No. 90-C-891-C

FILED
IN OPEN COURT

AUG 20 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

JOHN T. KING, JR.,

Plaintiff,

v.

McCRORY CORPORATION, et al.

Defendants.

No. 89-C-1049-C

RONALD D. NAGEL,

Plaintiff,

v.

McCRORY CORPORATION, et al.

Defendants.

No. 90-C-877-C

ORDER AND FINAL JUDGMENT

Pursuant to this Court's Order of July 12, 1991, (the "Hearing Order"), a hearing was held before this Court upon the Settlement Agreement dated June 28, 1991, a copy of which is attached hereto as Exhibit "A", in the above entitled consolidated actions (the "OTASCO Litigation"). It appears that due notice of the hearing was given in accordance with the

Hearing Order to all persons eligible to participate as members of the class certified for the purpose of settlement only pursuant to the Hearing Order (the "Class). The settling parties appeared by their respective counsel of record and the Court heard argument from counsel. An opportunity to be heard has been given to all persons desiring to be heard or to object to the proposed settlement and the proposed settlement has been fully considered by the Court.

THEREFORE IT IS ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. On or before July 16, 1991, the Notice of Class Action and Settlement Hearing (the "Notice") was sent to:

ALL PARTICIPANTS OF THE OTASCO EMPLOYEES' RETIREMENT TRUST (the "TRUST") WHO, AT ANY TIME ON OR AFTER JANUARY 31, 1988, HAD ANY INTEREST IN CLASS "A" COMMON STOCK OF OTASCO HOLDING, CORP.

2. Pursuant to Fed. R. Civ. P. 23(b)(1), the Court has previously determined this Action shall proceed as a class action for settlement purposes only as described in the Court's Order dated July 11, 1991.

3. Due and adequate notice of the proceedings has been provided to members of the Class, a full opportunity has been offered to the Class to participate in this hearing, and it is hereby determined that all members of the Class are bound by the Order and Final Judgment entered herein.

4. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Trust, its participants, and current and former owners of holding stock, and is hereby approved by the Court. The Plaintiffs' attorneys' fees, costs and expenses in the following amounts are hereby approved as fair and reasonable:

Attorneys' fees: \$1,525,000.00

Costs and expenses: \$ 44,141.94.

5. The OTASCO Litigation and all claims which the plaintiffs or the members of the Class, as defined in the Hearing Order, or any of them ever had, now have or hereafter can, shall or may have by reason of or arising out of or relating to any of the facts, transactions, actions or conduct, actual or purported, alleged or which could have been alleged in the OTASCO Litigation, in any of the complaints in the actions consolidated herein, or which were or could have been alleged in any other forum, including without limitation, any and all matters arising out of or relating to the OTASCO Litigation or in any of the complaints in the King action, Nagel action, and/or Headley action, or arising out of the OTASCO Transaction as defined in the Settlement Agreement or the subsequent events arising therefrom, are dismissed on the merits and with prejudice and with respect to Henry G. Will, Edgar R. Sanditen, Arthur A. McNatt, Abe Brand, Jerry L. Goodman, Edmund J. Farrell, Robert E. Shireman, OTASCO Holding, Corp., Goldman, Sachs & Co., McCrory Corporation, Rapid-American Corporation, Houlihan, Lokey, Howard & Zukin, Inc., and Prudential Securities, Inc. (formerly Prudential-Bache Securities, Inc.) (collectively the "Settling Defendants"), and each of their present and former respective parents, affiliates, subsidiaries, predecessors, officers, director, employees, insurers, agents, partners, successors, heirs, administrators, executors, assigns, and with the exception stated below, attorneys. Plaintiffs' claims for legal malpractice which have been brought, or which may be brought against Henry G. Will, Conner & Winters, and/or Altheimer & Gray, are expressly reserved but all other claims against Henry G. Will, Conner & Winters, and Altheimer & Gray,

including all claims of breaches of fiduciary duty (except to the extent legal malpractice is considered a breach of fiduciary duty), are released and dismissed on the merits and with prejudice.

6. Plaintiffs and all other members of the Class, and each of them, are hereby permanently barred and enjoined from instituting or prosecuting, whether individually, directly, representatively, derivatively, or in any other capacity, any action against the Settling Defendants or other persons which action asserts claims which in any way relate to or which arise out of the OTASCO Transaction or the Plaintiffs' relationship to Otasco or the Trust as those terms are defined in the Settlement Agreement, and/or the claims raised in the OTASCO Litigation and which have been, could have been, or ever could be, now or in the future, asserted against any of the Settling Defendants.

7. The claimed damages and injuries to Plaintiffs have arisen out of alleged violations of The Employee Retirement and Income Security Act of 1974, as amended, ("ERISA"), breaches of contract, negligence, fraud, violations of professional standards, breaches of fiduciary duty and otherwise as alleged by Plaintiffs. The damages and injuries which Plaintiffs are claiming were caused by these alleged acts and omissions of the Settling Defendants are the same damages and injuries which Plaintiffs allege have been caused to them by the non-settling Defendants. Nothing in this Order or the Settlement Agreement shall be construed to indicate that the Plaintiffs, by entering into the Settlement Agreement, have admitted they have been fully compensated for their claimed damages and injuries by this settlement.

8. The Plaintiffs have not asserted that any person breached any fiduciary duty at any time in or after 1989.

9. This Court has fully considered the claims and defenses of each Plaintiff and of each Settling Defendant, has reviewed the amount contributed to the settlement by each Settling Defendant and finds that the contribution of each Settling Defendant is a fair and reasonable contribution to this settlement considering the defenses available. The Settlement Agreement is accordingly approved as fair and reasonable in every respect.

10. This Court as a part of its review has fully considered the negotiations that have occurred between the various parties and finds that this Settlement Agreement is non-collusive, and it is therefore further approved as having been made in good faith.

11. All claims for contribution and/or indemnity and/or reimbursement on any theory that have been or could be asserted against the Settling Defendants by any party to the OTASCO Litigation and/or the OTASCO Transaction are dismissed with prejudice and/or enjoined and the future filing of such claims is hereby enjoined. Any cross-claim, third party claims, counterclaim or other claims asserted in this action by any party against any Settling Defendant for contribution and/or indemnity and/or reimbursement on any theory is hereby dismissed with prejudice and enjoined. Provided however, Henry Will does not release any claim for indemnification as against OTASCO Holding, Corp. on behalf of Conner & Winters relating to the defense of the legal malpractice claim still pending. Such claim, if any, and all defenses to any such claim, are reserved.

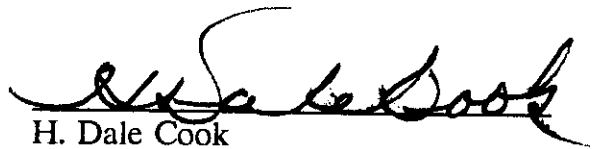
12. Except for the express reservation in the preceding paragraph, all claims for contribution and/or indemnity and/or reimbursement on any theory that have been or could

be asserted by any Settling Defendant against any party to the OTASCO Litigation and/or the OTASCO Transaction are barred and the future filing of such claims is hereby enjoined. Any cross-claim, third party claim, counterclaim or any other claim asserted in the OTASCO Litigation by any Settling Defendant against any other party to this action for contribution or indemnity or reimbursement on any theory is hereby dismissed with prejudice.

13. The Court has reviewed the pleadings and statements of counsel, and has heard evidence, and hereby expressly determines that there is no just reason for delay of the finality of the orders and judgments made in this Order. The Court hereby directs that this order be entered as a final judgment dismissing these actions against the Settlement Defendants. The time to appeal shall run from the date of the entry of such judgment.

14. No costs shall be taxed in connection with the OTASCO Litigation, except as provided in paragraph III.F. of the Settlement Agreement and as referred to in the Notice attached to this Court's Hearing Order of July 12, 1991.

Dated: August 20 1991


H. Dale Cook
United States District Judge

FILED
AUG 16 1991

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LARRY HUGGINS,

Plaintiff,

v.

ANTHONY L. CARRIER, et al.,

Defendants.

J. A. G. Miller, Clerk
U.S. DISTRICT COURT

90-C-753-B ✓

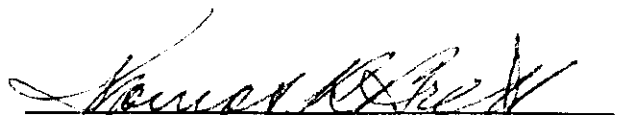
ORDER

The court has for consideration the Report and Recommendation of the Magistrate Judge filed July 15, 1991, in which the Magistrate Judge recommended that the Motion for Summary Judgment of the Defendant, Payne County Sheriff's Department and the Motion for Summary Judgment of Defendant, Anthony L. Carrier be granted. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the court has concluded that the Report and Recommendation of the Magistrate Judge should be and hereby is affirmed.

It is therefore Ordered that the Motion for Summary Judgment of the Defendant, Payne County Sheriff's Department and the Motion for Summary Judgment of Defendant, Anthony L. Carrier with regard to Plaintiff's Civil Rights Complaint pursuant to 42 U.S.C. § 1983 are granted.

Dated this 15th day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ARTHUR FARAHKHAN,

Plaintiff,

v.

WESTIN HOTEL, WILLIAMS CENTER,
TULSA,

Defendant.

No. 90-C-205-B ✓

FILED

AUG 19 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

J U D G M E N T

In accord with the Order filed this date sustaining the Defendant's Motion for Summary Judgment, the Court hereby enters judgment in favor of the Defendant, Westin Hotel, Williams Center, and against the Plaintiff, Arthur Farahkhan. Plaintiff shall take nothing of his claim. Costs are assessed against the plaintiff and the parties are to pay their respective attorney's fees.

Dated, this 19th day of August, 1991.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 19 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

U.S. AIR PARTS, INC.,
an Oklahoma corporation,

and

WESTERN AERO SUPPLY CORPORATION,
a Texas corporation,

Plaintiff,

vs.

Case No. 91-C-0100-E

TELEDYNE INDUSTRIES, INC., d/b/a
Teledyne Continental Aircraft
Products Division, a
California corporation,

Jury Trial Demanded

and

AVIALL, INC.,
a Delaware corporation,

and

AVIALL OF TEXAS, INC.,
a Delaware corporation,

Defendants.


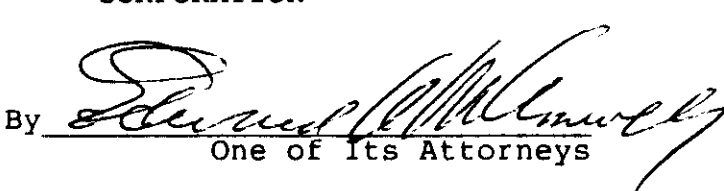
STIPLUATION OF VOLUNTARY DISMISSAL

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, it is hereby stipulated and agreed by and among U.S. Air Parts, Inc. and Western Aero Supply Corporation, Plaintiffs in the above-captioned cause, and Teledyne Industries, Inc., one of the Defendants in the above-captioned cause, through counsel for each of them, that all actions and claims in this lawsuit against Teledyne Industries, Inc. be dismissed, without costs or attorneys' fees as to any party.

Dated: August 19, 1991

U.S. Air parts, inc.

WESTERN AERO SUPPLY
CORPORATION

By  By 
One of Its Attorneys One of Its Attorneys

TELEDYNE INDUSTRIES, INC.

By 
One of Its Attorneys

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

MARK REED and
MICHELLE REED, Husband and Wife,

Plaintiffs,

and THE TRAVELERS INSURANCE
COMPANIES, a corporation,

Intervenor,

vs.

THE TORO COMPANY,

Defendant.

F I L E D

AUG 19 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 91-C-0031-C

ORDER

On this ____ day of August, 1991, Intervenor's Withdrawal of Motion to Enforce Mediation Agreement came on for consideration. Having considered the withdrawal, it is:

ORDERED, ADJUDGED AND DECREED that Intervenor's Motion to Enforce Mediation Agreement and the Opening Brief in Support of Intervenor's Motion to Enforce Mediation Agreement be withdrawn and expunged from the Court file and returned to counsel for the Intervenor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this case be dismissed with prejudice.

(Signed) H. Dale Cook

United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
AUG 19 1991

ROBERT MICHAEL LANE and
RANDALL LEE PITTMAN,

Plaintiffs,

v.

MEMORIAL MEDICAL CENTER
AND CANCER INSTITUTE, INC.,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 91-C-580-C

JOINT STIPULATED ORDER TO REMAND

Upon the Joint Motion To Remand And Brief In Support, filed contemporaneously herewith, the Court, for good cause shown, hereby orders that the instant case be remanded to the District Court Of Tulsa County State Of Oklahoma.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the instant case, styled Robert Michael Lane and Randall Lee Pittman v. Memorial Medical Center And Cancer Institute, Inc., Case No. 91-C-580-C, is hereby remanded to the District Court Of Tulsa County State Of Oklahoma.

Dated this 19 day of Aug, 1991.

(Signed) H. Dale Cook

H. Dale Cook, Judge

Stipulated as to form and substance:

W. Kyle Tresch
James L. Kincaid
W. Kyle Tresch
CROWE & DUNLEVY
Suite 500
321 South Boston
Tulsa, Oklahoma 74103-3313
(918) 592-9800

ATTORNEYS FOR DEFENDANT

William A. Caldwell
J. Warren Jackman
William A. Caldwell
PRAY, WALKER, JACKMAN,
WILLIAMSON, & MARLAR
900 Oneok Plaza
Tulsa, Oklahoma 74103
(918) 584-4136

ATTORNEYS FOR PLAINTIFFS

JAD/scf
08/14/91

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 19 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

THOMAS HARTNESS, and CARRIE)
HARTNESS, a/k/a CARRIE ROBINSON,)
individually and as husband and)
wife,)

Plaintiffs,)

vs.)

TERRY ALLEN CALLAHAN, an)
individual, and MITCHELL D.)
BUSBEE, an individual, d/b/a)
BUSBEE TRUCKING,)

Defendants.)

Case No. 91-C-605C ✓


(No. C-91-138PC)
(District Court of Kay
County, Oklahoma)

ORDER

NOW on this 19th day of August, 1991, the
above-captioned cause comes on before the undersigned Judge of
the District Court on Defendants' Motion to Transfer. The
Court, having reviewed said Motion, finding good cause being
shown and that there was no objection thereto by any other
party, hereby grants the Motion to Transfer.

IT IS HEREBY ORDERED that the Motion to Transfer filed
by the Defendants herein be granted and the Clerk of this Court
is directed to transfer this matter from the United States
District Court for the Northern District of Oklahoma to the
United States District Court for the Western District of
Oklahoma.

It is so ordered this 19th day of Aug.,
1991.


UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF OKLAHOMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 19 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

IMMUNO MYCOLOGICS, INC., an)
Oklahoma corporation,)

Plaintiff,)

vs.)

No. 90-C-435-B

SYNTEX INC., a Delaware)
corporation, SYVA COMPANY,)
a Delaware corporation and)
SYNTEX MEDICAL DIAGNOSTICS, a)
Delaware corporation,)

Defendants.)

ADMINISTRATIVE CLOSING ORDER

Having been advised by the parties that a tentative agreement to settle this matter has been reached by the parties, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If, within ninety (90) days, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 19th day of August, 1991.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE

immuno.or3

IN THE UNITED STATES DISTRICT COURT **F I L E D**
IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

AUG 19 1991

BEVERLY OZMUN,

Plaintiff,

v.

FARMERS INSURANCE COMPANY,
INC.,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

NO. 90 C-989 B

ORDER OF DISMISSAL

On Motion of Plaintiff, pursuant to Rule 41 of the Rules of
Civil Procedure, the subject suit is dismissed without prejudice.

ENTERED this 19th day of August, 1991.

Thomas R. Brett
Thomas R. Brett, District Judge

FILED

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

AUG 16 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

BRISTOL RESOURCES CORPORATION,))
an Oklahoma Corporation,))

Plaintiff,))

vs.))

Case No. 91-C-432 C))

S. L. ENERGY PARTNERS, L.P.))
a Delaware Limited))
Partnership,))

Defendant.))

NOTICE OF DISMISSAL

The Plaintiff, Bristol Resources Corporation, hereby dismisses the above captioned action without prejudice to filing a future action based on the facts and circumstances alleged herein. Bristol is entitled to dismiss this cause without an Order of this Court pursuant to Fed. R. Civ. P. 41(a)(1), because the adverse party has not been served with the summons issued herein.

Respectfully submitted,



Kenneth F. Albright, OBA #00181
Dale Joseph Gilsinger, OBA #10821
Gerald R. Shrader, OBA #13051
ALBRIGHT & GILSINGER
2601 Fourth National Bank Bldg.
15 West Sixth Street
Tulsa, Oklahoma 74119
(918) 583-5800

Attorneys for Bristol Resources
Corporation

FILED

AUG 16 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LEROY TABER,

Plaintiff,

v.

ROBERT J. SANDERS,

Defendant.

89-C-564-B

ORDER

This order pertains to defendant's Application for Attorney Fees (Docket #11)¹. The application is granted in favor of defendant, Robert J. Sanders, and against the plaintiff, Leroy Taber, in the amount of \$2,203.00.

Dated this 8th day of August, 1991.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE JUDGE

¹ "Docket numbers" refer to numerical designations assigned sequentially to each pleading, motion, order, or other filing and are included for purposes of record keeping only. "Docket numbers" have no independent legal significance and are to be used in conjunction with the docket sheet prepared and maintained by the United States Court Clerk, Northern District of Oklahoma.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 16 1991

Jack C. [unclear]
U.S. [unclear]

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CLIFFORD MOSES, et al.,

Defendants.

CIVIL ACTION NO. 90-C-869-B

NOTICE OF DISMISSAL

The Plaintiff, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, gives notice that the Defendants, Bank of Tulsa, as Successor to North Side State Bank and John Doe, Tenant, are dismissed from this foreclosure proceeding pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. The Plaintiff would further advise the Court that the Plaintiff has been made aware that the mortgages of Defendant, Bank of Tulsa, as Successor to North Side State Bank, have been assigned and that the subject property is now vacant. Therefore, Defendants, Bank of Tulsa, as Successor to North Side State Bank and John Doe, Tenant, are no longer necessary parties to this case.

UNITED STATES OF AMERICA

TONY M. GRAHAM
United States Attorney



PHIL PINNELL, OBA #7169
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 16th day of August, 1991, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to:

Clifford Moses
5209 North Frankfort
Tulsa, OK 74126

Reba Moses
5209 North Frankfort
Tulsa, OK 74126

Bank of Tulsa, as Successor to
North Side State Bank
5307 East 41st Street
Tulsa, OK 74135

J. Dennis Semler
Assistant District Attorney
406 Tulsa County Courthouse
Tulsa, OK 74103


Assistant United States Attorney

PP/css

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ATLANTIC RICHFIELD COMPANY,)
)
Plaintiff,)
)
v.)
)
AMERICAN AIRLINES, INC., ET. AL.,)
)
Defendants.)

FILED

AUG 16 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ATLANTIC RICHFIELD COMPANY,)
)
Plaintiff,)
)
v.)
)
SOLVENTS RECOVERY CORP., ET. AL.)
)
Defendants.)

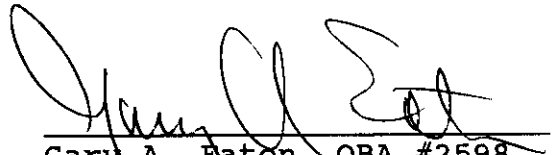
Consolidated Cases Nos.
CASE NO. 89-C-868-C
CASE NO. 89-C-869-C
CASE NO. 90-C-859-C

ATLANTIC RICHFIELD COMPANY,)
)
Plaintiff,)
)
v.)
)
UNIT RIG & EQUIPMENT CO., ET. AL.)
)
Defendants.)

NOTICE OF DISMISSAL, AND VOLUNTARY DISMISSAL WITH PREJUDICE
PURSUANT TO RULE 41(a)(1) OF THE FEDERAL RULES OF CIVIL PROCEDURE

Pursuant to Federal Rule of Civil Procedure 41(a)(1), all claims which Plaintiff Atlantic Richfield Company has filed in this action against the following six named Defendants are hereby dismissed with prejudice:

1. Advance Chemical Distribution, Inc.;
2. Barton Construction;
3. Green Country Credit Union, formerly known as Armco
Credit Union;
4. Piping Engineering Company, Inc.;
5. Sears, Roebuck & Company;
6. Tulsa Truck Rental.


Gary A. Eaton, OBA #2598
Attorney for Plaintiff
1717 East 15th St.
Tulsa, OK 74104
918 743 8717

CERTIFICATE OF MAILING

The undersigned certifies that on August 16, 1991, a true and correct copy of the above instrument / pleading was mailed with postage prepaid to the following persons:

Mr. William Anderson, Attorney at Law and Liaison Counsel and Co-Lead Counsel for Owners and Non-Operator Lessees Group, 320 South Boston Building, Suite 500, Tulsa, OK 74103

Mr. C. S. Lewis, III, Attorney at Law and Co-Lead Counsel for Owners and Non-Operator Lessees Group, P. O. Box 1046, Tulsa, OK 74101

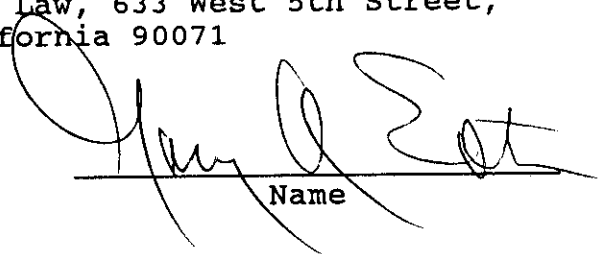
Mr. John Tucker, Lead Counsel for Non Group Generators and Transporters, 2800 Fourth National Bank Building, Tulsa, OK 74119

Mr. Steven Harris, Attorney at Law and Lead Counsel for Operators Group, Suite 260 Southern Hills Tower, 2431 East 61st Street, Tulsa, OK 74136

Mr. Charles Shipley, Attorney at Law and Settlement Coordinator, 3401 First National Tower, Tulsa, OK 74103

Ms. Claire V. Eagan, Mr. Michael Graves, and Mr. Matthew Livingood, Attorneys at Law and Lead Counsel for the Sand Springs PRP Group, 4100 Bank of Oklahoma Tower, One Williams Center, Tulsa, OK 74172

Mr. Larry Gutteridge, co-counsel for the Plaintiff, c/o Sidley & Austin, Attorneys at Law, 633 West 5th Street, Suite 3500, Los Angeles, California 90071


Name

AUG 15 1991

AUG 15 1991

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

WEST GENERAL INSURANCE
COMPANY, INC.,

Plaintiff,

vs.

Case No. 91-C-81-C

THE PARTY PALACE, INC.,
d/b/a/ DAZZLES, TERESA BROWN
and MICHAEL D. HARRIS,

Defendants.

FILED

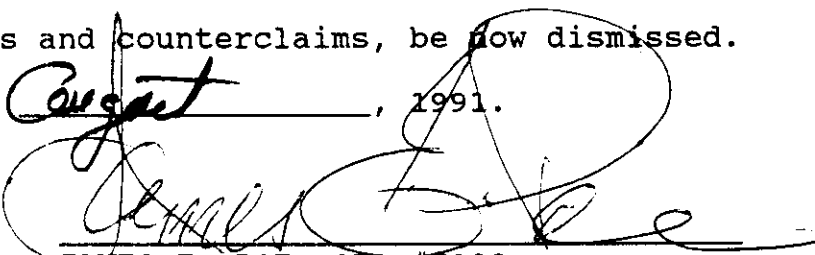
AUG 16 1991

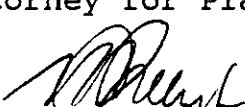
Jack C. Silver, Clerk
U.S. DISTRICT COURT

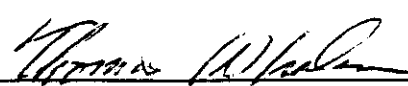
OF
STIPULATION FOR DISMISSAL


Pursuant to Rule 41, Federal Rules of Civil Procedure, all parties hereto by and through their respective counsel of record herewith stipulate that the within styled and numbered cause of action, including all claims and counterclaims, be now dismissed.

DATED this 13 day of August, 1991.


JAMES E. POE, OBA #7198
Attorney for Plaintiff


W. C. SELLERS, JR.
Attorney for Defendant
The Party Palace, Inc.
d/b/a/ Dazzles


THOMAS WHALEN
Attorney for Defendant,
Teresa Brown


JOHN R. CASLAVKA
Attorney for Defendant
Michael Harris

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
AUG 16 1991

TULSTAR ENERGY GROUP, INC.,

Plaintiff,

vs.

KOCH INDUSTRIES, INC.,
et al.,

Defendants.

No. 90-C-313-E

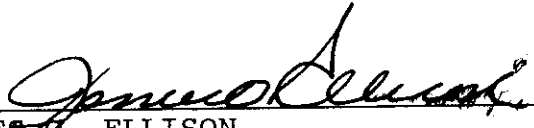
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within thirty (30) days that settlement has not been completed and further litigation is necessary.

ORDERED this 16th day of August, 1991.


JAMES G. ELLISON
UNITED STATES DISTRICT JUDGE

15

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

LEROY TABER,

Plaintiff,

v.

ROBERT J. SANDERS,

Defendant.

AUG 16 1991

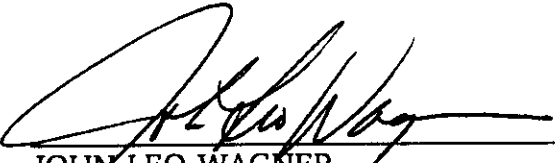
Jack C. Silver, Clerk
U.S. DISTRICT COURT
89-C-564-B

JUDGMENT

This action came before the court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

It is therefore ordered that judgment is entered in favor of the defendant, Robert J. Sanders, and against plaintiff, Leroy Taber.

Dated this 8th day of August, 1991.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1991

GARY BARBEE and PENNY BARBEE,
husband and wife,

Plaintiffs,

vs.

NINTENDO OF AMERICA, INC.,
a foreign corporation,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 91-C-495-E

ORDER OF DISMISSAL WITH PREJUDICE

On this 15th day of August, 1991, upon written application of the Parties for an order of dismissal with prejudice of the petition and all causes of action, the Court, having examined said Application, finds that said Parties have requested the Court to dismiss the Petition with prejudice to any future action and the Court, being fully advised in the premises, finds that said Application should be granted. It is, therefore,

ORDERED, ADJUDGED and DECREED by this Court that the Petition and all causes of action of the Plaintiffs filed herein be and the same are hereby dismissed with prejudice to any further action.

JAMES O. ELLISON
JAMES O. ELLISON, JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA

Plaintiff

vs.

FRANKYE VALENTIN TORRES

Defendant.

AUG 15 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 91-C-309-E

AGREED JUDGMENT

This matter comes on for consideration this 15th
day of August, 1991, the Plaintiff appearing by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Kathleen Bliss Adams, Assistant United States
Attorney, and the Defendant, Frankye Valentin Torres, appearing
pro se.

The Court, being fully advised and having examined the
court file, finds that the Defendant, Frankye Valentin Torres,
acknowledged receipt of Summons and Complaint on May 15, 1991.
The Defendant has not filed an Answer but in lieu thereof has
agreed that Frankye Valentin Torres is indebted to the Plaintiff
in the amount alleged in the Complaint and that judgment may
accordingly be entered against Frankye Valentin Torres in the
principal amount of \$1,302.93, plus interest in the amount of
\$61.91 as of March 5, 1991, plus interest thereafter at the rate
of 9%, until judgment, plus interest thereafter at the legal rate
until paid, plus the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the defendant in the principal amount of \$1,302.93, plus interest in the amount of \$61.91 as of March 5, 1991, plus interest thereafter at the rate of 9% per annum until judgment, plus interest thereafter at the current legal rate of 6.26 percent per annum until paid, plus the costs of this action.

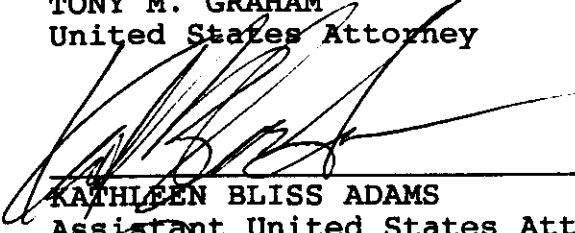
S/ JAMES O. ELLISON

~~THOMAS R. BRETT~~
UNITED STATES DISTRICT JUDGE

APPROVED;

UNITED STATES OF AMERICA

TONY M. GRAHAM
United States Attorney



KATHLEEN BLISS ADAMS
Assistant United States Attorney



FRANKYE VALENTIN TORRES
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ROY W. HESS and SHARON L. HESS,
husband and wife,

Plaintiffs,

vs.

MEMBERS MUTUAL INSURANCE COMPANY,

Defendant and
Third Party Plaintiff,

vs.

LINDSEY & NEWSOM CLAIMS SERVICE,
INC., a Texas corporation,

Third Party Defendant.

No. 90-C-350-C

F I L E D

AUG 15 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

The above-styled cause of action came on for Jury Trial on May 20, 1991, with Judge H. Dale Cook presiding. Plaintiffs appeared personally and by counsel, N. Franklyn Casey, Defendant and Third Party Plaintiff, Members Mutual Insurance Company, appeared personally and by counsel, Jerry D. Stritzke, and Third Party Defendant, Lindsey & Newsom Claims Service, Inc., appeared personally and by counsel, Mary Quinn-Cooper. The parties announced ready for trial and a jury was impaneled to hear the above-styled matter. At the conclusion of the Plaintiffs' case and chief, Defendant moved for a directed verdict on all causes of action and specifically on the issue of punitive damages. The Court reserved its rulings at that time.

The Defendant and Third Party Plaintiff, Members Mutual Insurance Company, dismissed with prejudice its third party claim

against Lindsey & Newsom Claims Service, Inc. Lindsey & Newsom Claims Service, Inc. agreed to waive any claim for attorney's fees or costs that may have been incurred as a result of the above-styled litigation. Defendant then presented testimony of witnesses and offered additional evidence in support of its case.

At the conclusion of all the evidence, Judge H. Dale Cook sustained the motion for directed verdict on the issue of punitive damages and overruled all remaining motions for directed verdict. The jury was instructed on the applicable law and the issues were submitted for their determination. The jury returned a unanimous verdict awarding damages under the contract in the amount of \$26,650.00. The jury also returned a unanimous verdict finding in favor of the Plaintiff on the claim of bad faith and awarding damages to Roy Hess in the amount of \$25,000.00 and to Sharon Hess in the amount of \$25,000.00.

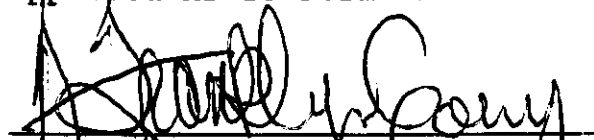
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the Plaintiffs, Roy W. Hess and Sharon L. Hess, husband and wife, is granted Judgment against the Defendant, Members Mutual Insurance Company, in the sum of \$76,650.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the Plaintiffs are entitled to such costs and attorney's fees as may be hereinafter granted in subsequent applications.

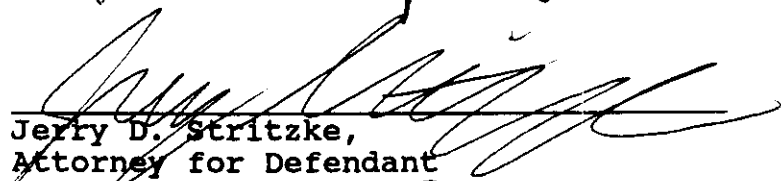
(Signed) H. Dale Cook

JUDGE H. DALE COOK

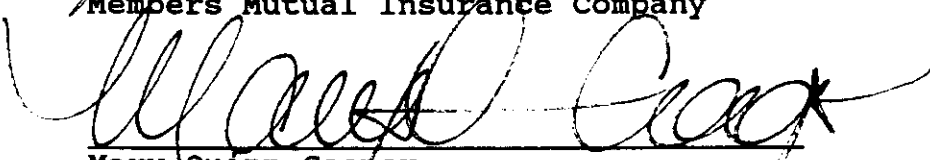
Approved As To Form and Content:



N. Franklyn Casey,
Attorney for Plaintiffs
Roy W. Hess and Sharon L. Hess



Jerry D. Stritzke,
Attorney for Defendant
Members Mutual Insurance Company



Mary Quinn-Cooper
Attorney for Third Party Defendant
Lindsey & Newsom Claims Service, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

VIRGIL RAY BAXTER a/k/a VIRGIL R.
BAXTER; DONITA C. BAXTER a/k/a
DONITA CAROLYN BAXTER;
COUNTY TREASURER, Washington
County, Oklahoma; and BOARD OF
COUNTY COMMISSIONERS, Washington
County, Oklahoma,

Defendants.

FILED

AUG 15 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 91-C-417-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 14th day
of August, 1991. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney; and the Defendants, Virgil R. Baxter a/k/a Virgil Ray
Baxter, Donita C. Baxter a/k/a Donita Carolyn Baxter, and County
Treasurer and Board of County Commissioners, Washington County,
Oklahoma, appear not, but make default.

The Court, being fully advised and having examined the
court file, finds that the Defendant, Virgil R. Baxter a/k/a
Virgil Ray Baxter, acknowledged receipt of Summons and Complaint
on June 25, 1991; that the Defendant, Donita C. Baxter a/k/a
Donita Carolyn Baxter, acknowledged receipt of Summons and
Complaint on June 25, 1991; that Defendant, County Treasurer,
Washington County, Oklahoma, acknowledged receipt of Summons and
Complaint on June 20, 1991; and that Defendant, Board of County

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

Commissioners, Washington County, Oklahoma, acknowledged receipt of Summons and Complaint on June 19, 1991.

It appears that the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter, Donita C. Baxter a/k/a Donita Carolyn Baxter, and County Treasurer and Board of County Commissioners, Washington County, Oklahoma, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on June 15, 1987, Virgil Ray Baxter and Donita Carolyn Baxter, filed their voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 87-01594, were discharged on September 30, 1987, and the case was closed on August 25, 1988.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Washington County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Fifteen (15) of Eastman Second Addition
to Ochelata, Washington County, Oklahoma.

The Court further finds that on November 30, 1983, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, their mortgage note in the amount of \$37,600.00, payable in monthly installments, with interest thereon at the rate of 10.75 percent (10.75%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated November 30, 1983, covering the above-described property. Said mortgage was recorded on November 30, 1983, in Book 808, Page 739, in the records of Washington County, Oklahoma.

The Court further finds that on November 30, 1983, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on August 15, 1984, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on September 11, 1985, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on September 25, 1986, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on March 17, 1987, the Defendants, Virgil R. Baxter and Donita C. Baxter, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter and Donita C. Baxter a/k/a Donita Carolyn Baxter, made default under the terms of the aforesaid note, mortgage, and interest credit agreements, by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter and Donita C. Baxter a/k/a Donita Carolyn Baxter, are indebted to the Plaintiff in the principal sum of \$38,770.48, plus accrued interest in the amount of \$12,785.54 as of October 26, 1990, plus interest accruing thereafter at the rate of 10.75 percent per annum or \$11.4187 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the further sum due and owing under the interest credit agreements of \$7,873.64, plus interest on that sum at the legal rate from judgment until paid, and the costs of

this action in the amount of \$28.00 (\$20.00 docket fees, \$8.00 fee for recording Notice of Lis Pendens).

The Court further finds that the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter, Donita C. Baxter a/k/a Donita Carolyn Baxter, and County Treasurer and Board of County Commissioners, Washington County, Oklahoma, are in default and have no right, title or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter and Donita C. Baxter a/k/a Donita Carolyn Baxter, in the principal sum of \$38,770.48, plus accrued interest in the amount of \$12,785.54 as of October 26, 1990, plus interest accruing thereafter at the rate of 10.75 percent per annum or \$11.4187 per day until judgment, plus interest thereafter at the current legal rate of 6.26 percent per annum until paid, and the further sum due and owing under the interest credit agreements of \$7,873.64, plus the costs of this action in the amount of \$28.00 (\$20.00 docket fees, \$8.00 fee for recording Notice of Lis Pendens), plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Virgil R. Baxter a/k/a Virgil Ray Baxter, Donita C. Baxter a/k/a Donita Carolyn Baxter, County Treasurer and Board of

County Commissioners, Washington County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to Plaintiff's election with or without appraisement, the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff;

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PETER BERNHARDT, OBA #741
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

Judgment of Foreclosure
Civil Action No. 91-C-417-C

PB/esr

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

THE UNITED STATES OF AMERICA,

Plaintiff,

vs.

DON I. NELSON, *et al.*,

Defendants.

AUG 15 1991

Jack C. Elmer, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 89-C-775-E

JUDGMENT

This matter comes on for consideration this 15 day of Aug, 1991, and pursuant to a stipulation and agreement between the plaintiff, United States of America, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney and Alan R. Woodcock, Office of the Regional Solicitor, Southwest Region, Department of the Interior, and the Defendants, Don I. Nelson, by his attorney Allen Mitchell, and Freddie K. Saliba, by his attorney Lee I. Levinson, the parties hereby agree and the court does render judgment as follows:

1. The SE/4 NE/4 SE/4 of Section 13, Township 14 North, Range 10 East, Creek County, Oklahoma was, at all times material hereto, subject to federally imposed restrictions on alienation, pursuant to the Act of August 4, 1947, 61 Stat. 731. Said property was the allotment of Mandy Yargee, Fullblood Creek Indian, Roll No. 3699.

2. Warranty deeds executed by Raymond Yargee, dated February 17, 1982, and by Mollie Birdcreek Jones, dated February 22, 1982, to defendant Don I. Nelson are void *ab initio* for failure to comply with the

Act of August 4, 1947, 61 Stat. 731 which requires that any such deeds be approved by the District Court of Creek County, State of Oklahoma. Said deeds were not so approved. Said deeds, which are recorded at Book 114, pages 1024 and 1025 of the county records of Creek County, Oklahoma, are hereby cancelled of record.

3. A warranty deed executed by defendant Don I. Nelson dated March 22, 1982, and recorded at book 125, page 1774 of the county records of Creek County, Oklahoma, is hereby cancelled of record.

4. Royalties from oil and gas production from the restricted property identified in paragraph 1 above in the amount of \$91,172.60 were paid by defendants Pride Pipeline Company and Pride Pipeline Limited Partnership to defendants Don I. Nelson and Freddie K. Saliba for which royalties defendants Don I. Nelson and Freddie K. Saliba are jointly and severally liable to the United States for the benefit of the heirs of Mandy Yargee. Judgment is hereby entered against defendants Don I. Nelson and Freddie K. Saliba in favor of the United States for the benefit of the heirs of Mandy Yargee, to wit: Wilson J. Jones, Peggy S. Thompson, Sally R. Lindsey, Wilson J. Jones, Jr., Roger T. Jones, Martha Soto, Joseph J. Jones, Jr., Crystal L. Jones and Andria R. Jones in the principal amount of \$91,172.60, plus interest accrued on said principal amount in the amount of \$108,147.00 from January 3, 1982, until January 31, 1991, plus interest thereafter at the rate of 9.36 percent per annum or \$51.00 per day until judgment, plus interest thereafter at the current legal rate of 6.26 percent per annum until paid, plus all costs of this action.

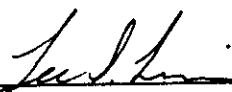
5. This judgment is intended to and does dispose of all issues between plaintiff and defendants Don I. Nelson and Freddie K. Saliba alleged in claims for relief numbers 1 through 4, inclusive, of the amended complaint.

IT IS SO ORDERED THIS _____ DAY OF _____, 1991.

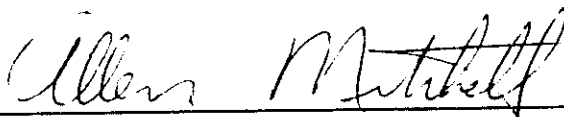
S/ JAMES O. ELLISON

JAMES O. ELLISON
United States District Judge

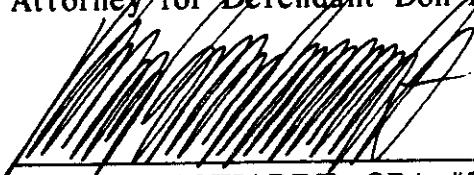
APPROVED AS TO FORM AND CONTENT:




LEE I. LEVINSON, OBA #5395
P.O. Box 14070
Tulsa, Oklahoma 74159
Attorney for Defendant Freddie K. Saliba



ALLEN MITCHELL, OBA #6264
P.O. Box 190
Sapulpa, Oklahoma 74067
Attorney for Defendant Don I. Nelson



PETER BERNHARDT, OBA #741
Assistant United States Attorney
3900 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463



ALAN R. WOODCOCK, OBA #9855
Office of the Regional Solicitor
United States Department of the Interior
P.O. Box 3156
Tulsa, Oklahoma 74101

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 14 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

MARTINAIRE OF OKLAHOMA, INC.,
a Kansas Corporation

Plaintiff,

v.


VOICE SYSTEMS AND SERVICES, INC.
an Oklahoma Corporation

Defendant.

Case No. 91-C-512-E

NOTICE OF DISMISSAL

The plaintiff, pursuant to Rule 41(a), Federal Rules of Civil Procedure, hereby dismisses the above styled and numbered lawsuit.

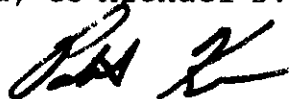


PATRICK H. KERNAN, OBA #4983
4500 South Garnett, Suite 900
Tulsa, Oklahoma 74146
(918) 664-1403

Attorney for the Plaintiff
Martinaire of Oklahoma, Inc.

CERTIFICATE OF MAILING

I, Patrick H. Kernan, do hereby certify that on the 14 day of August, 1991, a true and correct copy of the above and foregoing instrument was mailed, postage prepaid, to Michael D. Conklin, 1512 S. Denver, Tulsa, OK 74119.



IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

J.R. PAYNE CUSTOM VANS
& RV'S, INC., an Oklahoma
Corporation,

Plaintiff,

-vs-

H.B. WOOD and JEAN WOOD,

Defendants,

-vs-

SPORTSCOACH CORPORATION
OF AMERICA, INC., COACHMEN
INDUSTRIES, INC., and
SPARTAN MORTORS, INC.

Additional Parties
Defendants.

No. 89-C-040-B

FILED

AUG 14 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

The Court, having before it the written Stipulation for Dismissal with Prejudice signed by all parties to this litigation, finds that based upon the agreement of the parties the Stipulation for Dismissal with Prejudice should be granted and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the litigation captioned herein, including all complaints, counterclaims, cross-complaints and causes of action of any type by any party, should be and the same are hereby dismissed with prejudice to the refiling thereof. This Judgment is entered this 14th day of August, 1991.

S/ THOMAS R. BRETT

United States District Judge

CERTIFICATE OF MAILING

I hereby certify that on the _____ day of August, 1991, I mailed, postage prepaid, a true and correct copy of the above and foregoing instrument to the following:

Mr. James E. Poe
111 W. 5th, Suite 740
Tulsa, OK 74103

Ms. Jo Anne Deaton
Rhodes, Hieronymus, Jones
Tucker & Gable
2800 Fourth National Bldg.
Tulsa, OK 74119

Mr. Michael J. Masterson
2526-A East 71st St.
Tulsa, OK 74136

Mr. Randall G. Vaughan
900 Oneok Plaza
Tulsa, OK 74103

Larry D. Leonard

FILED

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

AUG 13 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LYNN MARTIN, Secretary of Labor,)	
United States Department of)	
Labor,)	Civil Action
)	
Plaintiff,)	
)	No. 90-C-857-E
)	
v.)	
)	
LARRY EVANS, an Individual)	
d/b/a EVANS MINI MART,)	
)	
Defendant.)	

JUDGMENT BY DEFAULT

Plaintiff's motion for judgment by default came on for consideration. It appears to the Court that on October 9, 1990, this civil action was commenced; that on October 31, 1990, the summons and complaint were served upon defendant, Larry Evans, doing business as Evans Mini Mart; that on June 27, 1991, the Clerk of the Court entered default against defendant pursuant to Rule 55 of the Federal Rules of Civil Procedure; that defendant has not moved pursuant to Rule 55(c) to set aside for good cause shown the entry of default against him; and that defendant is withholding \$2,864.89 in unpaid wages due to nine (9) employees. It is therefore:

ORDERED, ADJUDGED and DECREED that defendant, his officers, agents, servants, employees and all persons in active concert or participation with him be and they hereby are permanently enjoined and restrained from violating the provisions of Sections 7 and 11(c) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq., hereinafter referred to as the Act, in any of the following manners:

1. Defendant shall not, contrary to Sections 7 and 15(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2) employ any employee in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than forty (40) hours, unless the employee receives compensation for his employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he is employed.

2. Defendant shall not, contrary to Sections 11(c) and 15(a)(5) of the Act, 29 U.S.C. §§ 211(c) and 215(a)(5), fail to make, keep and preserve adequate and accurate records of the persons employed by him, and the wages, hours and other conditions and practices of employment maintained by him as prescribed by regulations issued by the Administrator of the Employment Standards Administration, United States Department of Labor (29 C.F.R. Part 516).

It is further ORDERED, ADJUDGED and DECREED that defendant be, and is hereby is, enjoined and restrained from withholding payment of overtime compensation in the total amount of \$2,864.69 to which the Court finds is due under the Act to defendant's employees named in Exhibit A attached hereto in the amounts indicated for the period July 1, 1986 through June 19, 1988. To comply with this provision of this judgment, defendant, within sixty (60) days from entry of this judgment, shall deliver to the plaintiff a cashier's or certified check payable to "Employment Standards Administration - Labor" in the total amount

of \$2,864.89, less social security and income tax deductions, the proceeds of which check the plaintiff shall distribute to defendant's employees named herein. Any net sums which within one year after the payment pursuant to this judgment have not been distributed to such employees, or to their estate if necessary, because of plaintiff's inability to locate the proper persons, or because of their refusal to accept such sums, shall be deposited with the Clerk of this Court who shall forthwith deposit such money with the Treasurer of the United States pursuant to 28 U.S.C. § 2041.

It is further ORDERED, that each of the parties shall bear his or her own costs.

Dated this _____ day of _____, 1991.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

EXHIBIT A

<u>Employee</u>	<u>Amount Due</u>
Bill Couch	\$ 67.50
L.T. Doolittle	107.25
Bobby Huckaby	280.69
Dee Larimore	18.00
Joy Ramer	606.61
Clarence Rose	461.00
Pansy Stark	647.75
Robin Summa	77.06
Marie Tune	<u>599.03</u>
Total	\$2,864.89

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 13 1991

LELAND STANLEY,
Plaintiff,

vs.

GEORGE M. COLE, et al.,
Defendants.

No. 90-C-702-E


Jack C. Silver, Clerk
U.S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

The Defendant, George M. Cole having filed his petition in bankruptcy and the Court having determined that these proceedings should be stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If, within twenty (20) days of a final adjudication of the bankruptcy proceedings the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

ORDERED this 13th day of August, 1991.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

AUG 13 1991

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LARRY GENE CARNEY and
LYNELLE CARNEY,

Plaintiffs,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

No. 90-C-1044-E

ORDER AND JUDGMENT

This matter is before the Court on Defendant's Motion for Summary Judgment and Plaintiffs' Motion for Partial Summary Judgment. Since both motions address the same legal issue the Court's analysis is applicable to both. Simply put, the issue is whether, under a theory of equitable estoppel, Defendant is barred from denying uninsured motorist coverage under the subject policy.

Defendant first argues that where, as here, an insured releases a tortfeasor without securing the insurer's waiver of its uninsured motorist subrogation rights then uninsured motorist coverage is rendered unavailable to insured. See 36 O.S. §3636(e); Porter v. M.F.A. Mut. Ins. Co., 643 P.2d 302 (Okla. 1982). Plaintiffs respond that the Porter doctrine is not controlling in this case because Defendant's failure to respond to Plaintiffs' May 8, 1989 request for certification of uninsured motorist coverage on the Ford policy amounts to a breach of duty; therefore, Defendant should be estopped from denying coverage. Plaintiffs thus invoke the doctrine of equitable estoppel in support of their claim. The

Court has reviewed the record and applied the relevant law thereto. The Court has concluded that the evidence before it does not support a finding that Plaintiffs "reasonably and detrimentally" relied on Defendant's failure to respond when they reached settlements with the tortfeasors. Federal Deposit Ins. Corp. v. Palermo, 815 F.2d 1329, 1339 (10th Cir. 1987), citing Burdick v. Independent School District No. 520, 702 P.2d 48, 55 (Okla. 1985). The Court further finds that the Minnesota and South Carolina cases cited by Plaintiffs are distinguishable from the case at bar. Clearly, Defendant cannot be accused of the egregious conduct at issue in the Simmons case. Simmons v. South Carolina Farm Bureau Mutual Insurance Co., 391 S.E.2d 560 (S.C. 1990). In American Family, the Court's analysis focused on the adequacy of Plaintiff's notice to her underinsurer of a proposed settlement with a tortfeasor. American Family Mut. Ins. Co. v. Baumann, 459 N.W.2d 923, 924 (Minn. 1990). The specificity of the notice in that case differs markedly from the May 9, 1989 letter in the instant case. Id. In the Court's view the facts of this case provide inadequate grounds for invocation of the equitable estoppel doctrine.

Rule 56(c) of the Federal Rules of Civil Procedure provides for summary judgment against a party who, after time for discovery, fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial. Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).


The undisputed material facts of this case lead to the conclusion that under the teachings of Celotex and its progeny,

Defendant's Motion for Summary Judgment should be granted.
Plaintiffs' Motion for Partial Summary Judgment should be denied.

IT IS THEREFORE ORDERED that:

1. Defendant's Motion for Summary Judgment is granted;
2. Plaintiffs' Motion for Partial Summary Judgment is denied;
3. Judgment is entered for Defendant.

ORDERED this 13th day of August, 1991.



JAMES G. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

~~FILED~~

~~AUG 8 1991~~

~~JACK C. SILVER, CLERK
U.S. DISTRICT COURT~~

CHERYL J. VOSS,

Plaintiff,

vs.

Case No. 90-C-135-B

ALLEGHENY LUDLUM CORPORATION,
a Pennsylvania corporation;
and ED KEDZIOR, an
individual,

Defendants.

FILED

AUG 13 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER

UPON the Joint Stipulation For Dismissal With Prejudice filed
herein by the parties, it is hereby

ORDERED that this case be dismissed with prejudice, each party
to bear her, his or its own costs, expenses and attorneys' fees.

DATED this 13th day of August, 1991.


United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LARRY D. DEAN,

Plaintiff,

vs.

LOUIS W. SULLIVAN, M.D., SECRETARY
OF HEALTH AND HUMAN SERVICES.

Defendant.

FILED

AUG 12 1991


Jack C. Silver, Clerk
U.S. DISTRICT COURT

CASE NO. 91-C-165-C

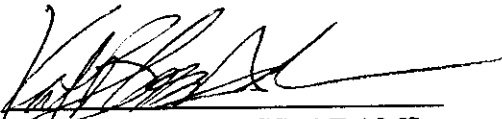
ORDER

Upon the Motion of Louis W. Sullivan, Secretary of the Department of Health and Human Services, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and for good cause shown it is hereby ORDERED that the above-styled case be remanded to the Defendant for further administrative action.

Dated this 9th day of Aug, 1991.


UNITED STATES DISTRICT JUDGE

SUBMITTED BY:



KATHLEEN BLISS ADAMS
Assistant United States Attorney
3900 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

C/Sony HHS
EOD 8-13

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 12 1991

Jack C. Silver, Clerk
U.S. DISTRICT COURT

UNITED STATES OF AMERICA)

vs.)

RICHARD D. RIDER)

Defendant.)

CIVIL ACTION NO. 91-C-465-C

AGREED JUDGMENT AND ORDER OF PAYMENT

Plaintiff, the United States of America, having filed its Complaint herein, and the defendant, having consented to the making and entry of this Judgment without trial, hereby agree as follows:

1. This Court has jurisdiction over the subject matter of this litigation and over all parties thereto. The Complaint filed herein states a claim upon which relief can be granted.

2. The defendant hereby acknowledges and accepts service of the Complaint filed herein.

3. The defendant hereby agrees to the entry of Judgment in the principal sum of \$1,648.78, accrued interest in the amount of \$124.22, administrative costs in the amount of \$87.00, plus interest at the rate of 8% per annum, plus interest thereafter at the legal rate until paid, plus costs of this action, until paid in full.

4. Plaintiff's consent to the entry of this Judgment and Order of Payment is based upon certain financial information which defendant has provided it and the defendant's express representation to Plaintiff that he is unable to presently pay

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

the amount of indebtedness in full and the further representation of the defendant that he will well and truly honor and comply with the Order of Payment entered herein which provides terms and conditions for the defendant's payment of the Judgment, together with costs and accrued interest, in regular monthly installment payments, as follows:

(a) Beginning on or before the 1st day of August, 1991, the defendant shall tender to the United States a check or money order payable to the U.S. Department of Justice, in the amount of \$100.00, and a like sum every two weeks after that time until the entire amount of the Judgment, together with the costs and accrued postjudgment interest, is paid in full.

(b) The defendant shall mail each monthly installment payment to: United States Attorney, Debt Collection Unit, 3600 U.S. Courthouse, 333 West 4th Street, Tulsa, Oklahoma 74103.

(c) Each said payment made by defendant shall be applied in accordance with the U.S. Rules, i.e., first to the payment of costs, second to the payment of postjudgment interest (as provided by 28 U.S.C. § 1961) accrued to the date of the receipt of said payment, and the balance, if any, to the principal.

4. Default under the terms of this Agreed Judgment will entitle the United States to execute on this Judgment without notice to the defendant.

5. The defendant has the right of prepayment of this debt without penalty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the

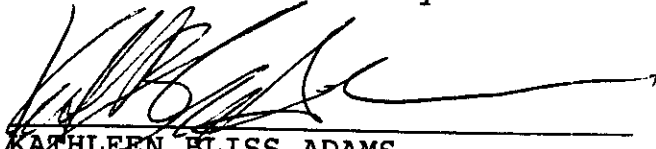
Plaintiff have and recover judgment against the Defendant,
Richard D. Rider, in the principal amount of \$1,648.78, accrued
interest in the amount of \$124.22, administrative costs in the
amount of \$87.00, interest at the rate of 8% per annum, plus
interest thereafter at the current legal rate of 3-0-
percent per annum until paid, plus the costs of this action.

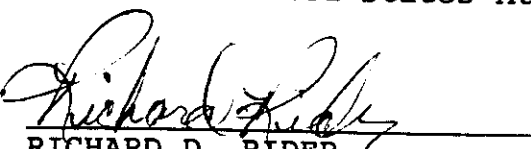
(Signed) N. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM: ✓

TONY M. GRAHAM
United States Attorney


KATHLEEN BLISS ADAMS
Assistant United States Attorney


RICHARD D. RIDER,
Debtor